



## **Business Terms and Conditions JustTip**

### **Agreed Terms**

#### **1. Introduction**

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the justtip.net website ("Website"), "JustTip" mobile application ("Mobile Application") and any of their related products and services (collectively, "Services"). These terms and conditions will be referred to collectively as the/this "Agreement").

This Agreement is legally binding between you ("User", "you" or "your") and Just Tip ("JustTip", "we", "us" or "our"). By accessing and using the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity.

If you do not have such authority, or if you do not agree with and accept the terms of this Agreement, you must not accept this Agreement and may not access and use the Services. If you proceed to commence use of the Services, you will be deemed to have accepted the terms of this Agreement in full.

You acknowledge that this Agreement is a contract between you and JustTip, even though it is electronic and is not physically signed by you, and it governs your use of the Services.

#### **2. Who we are**

JustTip is a cashless tipping platform, where tips are paid easily, quickly and fairly. The Website, Mobile Application and Services are owned by JustTip Technologies Limited, company number 693116, a private company limited by shares, registered in Ireland, whose registered address is 77 Lower Camden Street, Dublin, Ireland.

#### **3. Interpretation**

A reference to a statute or statutory provision is a reference to is as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation, made from time to time under that statute or

statutory provision and any ruling, directive or similar determination made under such statutory provision or subordinate legislation.

Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to writing or written includes email.

#### **4. When do these Terms apply?**

These terms apply when you create a Business account to use the JustTip Website, Mobile Application and/or any of the Services and throughout the entirety of your use of any of them.

#### **5. Our appointment as your Commercial Agent**

- 5.1 By entering this Agreement you grant JustTip authority to remit tips to your business or to your employees.
- 5.2 You grant us authority to enter into transactions to collect tips on your behalf.
- 5.3 We will be liable to you if we collect tips on your behalf or your employees' behalf and fail to remit them to you or your employees.

#### **6. Account Membership**

- 6.1 By using the Services and agreeing to this Agreement you warrant and represent that you are at least 18 years of age.
- 6.2 You are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it.
- 6.3 You must immediately notify us of any unauthorised uses of your account or any other breaches of security.
- 6.4 We may monitor and review new accounts before you may sign in and start using the Services.

#### **7. Duration of Agreement**

- 7.1 This Agreement commences on the date upon which you consent to the Terms and Conditions or upon the date upon which you first use any of the Services (whichever comes first) and continues until either of us serves a notice to terminate the Agreement in accordance with these terms.

## **8. Cancellation and Termination**

- 8.1 Users may terminate their account at any time, subject to a 30 day notice period by contacting us at [info@justtip.net](mailto:info@justtip.net) and asking us to delete your account.
- 8.2 If you terminate your JustTip account, you will no longer be able to collect tips. We will remit any tips owed to you, minus any amount owed to us, within 60 days of your request to delete your account.
- 8.3 JustTip reserves the right to terminate or suspend accounts at any time and with immediate effect or at a time determined by Justtip for breaches of this Agreement by giving written notice to you, including in the event that you provide us with false or misleading information in connection with the Services or if you use the Service for purposes not permitted hereunder.
- 8.5 We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill.
- 8.6 Without prejudice to the foregoing, we may (in our absolute discretion) cancel, withdraw or suspend the Services, or any of them (and accordingly terminate your account) at any time for any reason including (without limitation) any business reason, technical reason or legal reason.
- 8.7 If we delete your account for any of the foregoing reasons, you may not re-register for our Services without our prior written consent. We may block your email address and Internet protocol address to prevent further registration.
- 8.8 Some of the terms of this Agreement will continue to be enforceable, even after termination including confidentiality obligations, warranties, disclaimers, and limitations of liability.

## **9. Billing and Payments**

- 9.1 You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Where Services are offered on a free trial basis, payment may be required after the free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period, if applicable).
- 9.2 If auto-renewal is enabled for the Services you have subscribed for, you will be charged automatically in accordance with the term you selected. If, in our

judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time.. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

### **9.3 Fire Financial Services**

Fire Financial Services ("**Fire**") is the payment institution used by JustTip to process payments to you through our Services. JustTip does not hold your tips. Your tips are held in Fire's account.

Fire's terms and conditions apply to payments made through our Services.

JustTip, its affiliates, directors, officers, employees, agents, suppliers or licensors disclaim all liability for any damage, howsoever causes, related to the actions of Fire and you shall, to the maximum extent permitted by applicable law, not have any claim against Justtip arising from any of Fire's actions in respect of any of the Services.

### **10. Accuracy of Information**

Occasionally there may be information on the Services that contains typographical errors, inaccuracies or omissions that may relate to promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Services or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Services including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Services should be taken to indicate that all information on the Services or Services has been modified or updated.

### **11. Third Party Services**

- 11.1 If you decide to enable, access or use third party services, your access and use of such services are governed solely by the terms and conditions of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services.
- 11.2 You irrevocably waive any claim against JustTip with respect to such other services and agree that JustTip shall not be liable for any damage or loss caused, or alleged to be caused, by or in connection with your enablement,

access or use of any such other services, or your reliance on the privacy practices, data security processes or other policies of such other services. You may be required to register for or log into such other services on their respective platforms. By enabling any other services, you are expressly permitting Just Tip to disclose your data as necessary to facilitate the use or enablement of such other service.

## **12. Links to other resources**

Although the Services may link to other resources (such as websites, mobile applications, etc.), we are not – directly or indirectly – implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Services may be “affiliate links”. This means if you click on the link and purchase an item, JustTip will (or may) receive an affiliate commission. We are not responsible for examining or evaluating and we do not warrant the offerings of any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Services. Your linking to any other off-site resources is at your own risk.

## **13. Terms subject to change**

Please note that we may change, modify, add or remove sections of this Agreement from time to time. We will post any changes to our Website by updating this Agreement.

## **14. Data Protection**

All rights, titles and interests in your personal data held on the Website or Mobile Application are yours. Our use of any personal data you provide us will be governed as set out in Schedule 1.

## **15. JustTip Property**

All point of sale ("POS") machinery or equipment provided to you is loaned to you for the duration of this Agreement. No property rights in the machinery or equipment will pass to you. All machinery provided to you is the property of JustTip Technologies Limited or its owner, unless you have purchased the terminal.

Should any piece of equipment be stolen, damaged or destroyed by you or your employees during the duration of this Agreement, JustTip reserves the right to pursue you for the theft, damage or destruction and to recoup the cost of such equipment from you. A certificate issued by a director of Justtip certifying the amount of damage caused to Justtip as a result of theft, damage or destruction shall be *prima facie* proof of the cost of repair or replacement.

## **16. Intellectual Property**

- 16.1 “Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world.
- 16.2 This Agreement does not transfer to you any intellectual property owned by JustTip or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with JustTip or the relevant third party/ies. All trademarks, service marks, graphics and logos used in connection with the Services, are trademarks or registered trademarks of JustTip Technologies Limited or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Services may be the trademarks of other third parties. Your use of the Services grants you no right or license to reproduce or otherwise use any of JustTip or third party trademarks.

## **17. Disclaimer of Warranty**

- 17.1 You agree that the Services are provided on an “as is” and “as available” basis and that your use of the Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Services will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained through the Services or that defects in the Services will be corrected.
- 17.2 You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Services is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Services or any transactions entered into through the Services unless stated otherwise. No advice or information, whether oral or written, obtained by you from us or through the Services shall create any warranty not expressly made herein.

## **18. Limitation of Liability**

- 18.1 In no event will JustTip, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages.
- 18.2 The aggregate liability of JustTip and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount no greater than one euro or any amount(s) actually paid in cash by you to JustTip in the one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

## **19. Indemnification**

You agree to indemnify and hold JustTip and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable solicitors' legal fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to any content provided by you to us, your use of the Services or any wilful misconduct on your part.

## **20. Cannot Guarantee Uninterrupted Service**

While we do not guarantee that our Services will always be available or be uninterrupted or error free, we will use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimises errors and interruptions.

We will perform updates to the Services in a professional and workmanlike manner. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance or because of other causes beyond our reasonable control, but we will use reasonable efforts to communicate this via social media channels or on our Website, and we will aim to provide (where possible) an estimated time by which the Services will resume normal operations.

## **21. Your responsibilities under these Terms**

In order to use the Services you:

- (a) must be 18 years old or over and have an address in Ireland;
- (b) must ensure that all information and details (in particular your email address and bank account details) you provide to us are true, accurate, complete and current;
- (c) must promptly update us with any changes to such information;
- (d) shall comply with all applicable laws, rules, regulations and court orders; and
- (e) must adhere to all our policies.

## **22. Prohibited Use**

In addition to other terms as set forth in the Agreement, you are prohibited from using the Services:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial, common or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services, third party products and services, or the Internet;
- (h) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (i) for any obscene or immoral purpose; or
- (j) to interfere with or circumvent the security features of the Services, third party products and services, or the Internet.

We reserve the right to terminate your use of the Services for violating any of the prohibited uses and, in some cases, cite your violation(s) as grounds for litigation.

## **23. Advertisements**

During your use of the Services, you may encounter promotions of advertisers or sponsors showing their goods or services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. JustTip shall have no liability, obligation or responsibility for



any such correspondence, purchase or promotion between you and any such third party.

## **24. Complaints**

- 23.1 If you have a complaint, you may contact [info@justtip.net](mailto:info@justtip.net) with the subject line "I have a complaint" and describe as much as possible the nature of the complaint, including when the issue happened and who you have been dealing with in our team.
- 23.2 You will receive an acknowledgement email from us within 48 working hours.
- 23.3 A senior member of our organisation will review the complaint and contact you to organise a call with you, or write back to you to discuss the matter in greater detail with you, within 5 working days from the acknowledgement email. This initial response may offer a resolution or may begin a dialogue in an attempt to reach the best possible outcome.
- 23.4 A final resolution or decision on the matter of your complaint will be communicated to you within 7 working days of the acknowledgement email.

## **25. Severability**

- 24.1 All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable.
- 24.2 If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

## **26. Assignment**

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void.

We are free to assign any of our rights or obligations hereunder, in whole or in part, to any third party without consent, for any reason, including as part of the sale of all or substantially all of its assets or stock or as part of a merger.

## **27. Entire Agreement**

This Agreement, together with the acts of our duly authorised agents constitute the entire agreement between the parties and supersede all other agreements, statements, letters and other arrangements between the parties in relation to the subject matter hereof. Each party acknowledges that it has not relied on or been induced to enter this Agreement by a representation other than those expressly set out in these Terms. This clause does not affect a party's liability in respect of a fraudulent misrepresentation.

## **28. Notices**

All notices under these Terms will be deemed to have been duly given when received, or if transmitted by email, the day after it is sent.

## **29. Governing Law**

This Agreement and any dispute or claim arising out of or in connection with them or their subject matter, formation, existence, negotiation, validity, termination or enforceability (including non-contractual obligations, disputes or claims) ("**Dispute**") shall be governed by and construed in accordance with the laws of the Republic Ireland.

## **30. Jurisdiction**

The courts of the Republic of Ireland shall have exclusive jurisdiction to settle any Dispute.

## **31. Acceptance of these Terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Services.

## **32. Contacting Us**

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it or Just Tip Technologies Limited, you may send an email to [info@justtip.net](mailto:info@justtip.net).



## **Schedule 1 – Data Protection**

### **1.1 It's your data**

Any personal, company and user-generated information will only ever be uploaded voluntarily by you and you confirm that you have obtained the necessary consent and have given appropriate notices to lawfully upload any other individual's personal data to our Services for the duration and purposes of these Terms. We'll never share or make your data or information available to anyone without your explicit permission (other than being legally required such as by a court order).

Your data is uploaded and downloaded over a secure connection, your credentials are encrypted and hashed. We don't store (or even know) your password. Your personal data and any confidential information you may upload to the Services is stored securely, and only people you've assigned as members of your team (in addition to any persons approved under clause 1.4) can access your data, per the access permissions you assigned to those team members. We expect you to ensure that you, and particularly those you give access to, have strong passwords, ideally different from their social network site logins.

### **1.2 Account creation**

If you establish an account on the Services, you are responsible for maintaining the confidentiality of your user ID and password, and you are responsible for all activities that occur under your password or user ID.

You agree to:

- (i) log out from your account at the end of each session; and
- (ii) immediately notify us of any unauthorised use of your password or user ID or any other breach of security.

You are responsible for all content that you transmit or otherwise make available to our Services. Your access to and use of the Services may be monitored, including but not limited to, for the purpose of identifying illegal or unauthorised activities.

### **1.3 Data collection**

Subject to the confidentiality obligations created under this Agreement (see below), you agree that we have the right to collect and analyse specific data points and other information gained from your profile, settings and including but not limited to interactions with our team on our chat support. This covers, without limitation, information concerning your data and data derived therefrom, and we will be free (during and after the term hereof) to

- (i) request bills, usage and cost history for you from relevant suppliers; and
- (ii) use such information and data to improve and enhance the Website/Platform and for other development, diagnostic and corrective purposes in connection with the Website/Platform. This is for the mutual benefit of all our users.

#### 1.4 Granting ourselves access for customer support purposes

Occasionally you may contact us for customer support. It may be necessary for our team to access your profile page for the purpose of assistance, to enable them to see what you are having an issue with or for them to inspect documents you have referred to. This will only happen with your implied consent to do so, such as during an active conversation between yourself and a team member or where it is necessary to answer a question you have asked them on email/chat support.

Once you have finished working with that team member, they will remove their access from your profile. We also require our team members to regularly review the list of companies they have access to and to remove themselves from any company that they are not actively assisting to minimise the risk of any data breach.

#### 1.5 Providing feedback

If you give us feedback on the Services, for example recommendations for improvements or features, such feedback will be deemed non-confidential and non-proprietary and implementation of that feedback is owned by us and may become part of the Services without compensation to you. We reserve all rights in and to the Services unless we expressly state otherwise.

#### 1.7 Who is the controller and who is the processor

As part of providing the Services to you, we will process personal data. We will do so either as a data controller (meaning, we decide the manner and purpose of the processing) or data processor (meaning, we process the data on your behalf and on your instructions) depending on the circumstances. In this clause, "personal data", "data controller" and "data processor" have the meanings given to them in the European Union General Data Protection Regulation.

When we process your personal data for our own business purposes (for example, creating your account, managing our relationship with you, liaising with suppliers, handling customer service questions and managing billing and invoicing), we are the data controller. In that case, we will process personal data in accordance with this Schedule.

When we process personal data on your behalf (for example, contact details, utility bills), we are the data processor. In that case, we will process personal data in accordance with this Schedule.

Both parties will comply, where appropriate, with all applicable requirements of the European Union General Data Protection Regulation, the Irish Data Protection Acts 1988-2018 and all other mandatory data protections laws and regulations applicable in Ireland from time to time ("**Data Protection Legislation**"). This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

#### 1.8 What data we will process on your behalf

When we act as a data processor on your behalf, we will carry out the processing activities below:

- (a) Subject matter of the processing: the provision of the Services to you.
- (b) Duration of the processing: starting on the date you provide the relevant personal data to us (for example by creating an account on our Services) until you either remove the relevant personal data from the Services or delete your account with us.
- (c) Nature and purpose of the processing: providing relevant personal details and documents on the Services, allowing us to analyse the information for the purposes of providing the Services to you.
- (d) Type of personal data involved: company name, registered address, email address, bank account details and billing details.
- (e) Categories of data subject: you

#### 1.9 We will only act on your documented instructions

We will only act on your documented instructions (including with regard to transfers of personal data to a third country or an international organisation) unless we are required by law to act without such instructions. You can provide us with your instructions by making selections and inputting information on the Services, or when you communicate with us.

If we are required by law to process personal data and don't have your instructions to do so, we will notify you before we carry out the processing required by law (unless the law prohibits us from notifying you).

#### 1.10 We will take steps to ensure data is processed securely

We have implemented appropriate technical and organisational measures to ensure we can securely process personal data. This includes measures to address the particular risks that are presented by processing, for example from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data we process on your behalf. When implementing these measures, we will take into account:

- (a) the state of technological development and the availability of relevant technology (for the purposes of Article 32(1) of the GDPR);
- (b) the costs of implementation of any measures (which may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures we have adopted);
- (c) the nature, scope, context and purposes of processing; and
- (d) the risks for the rights and freedoms of the data subjects.

#### 1.11 Everyone who processes personal data is under a duty of confidence

We will ensure that everyone who has access to or processes personal data on your behalf agrees to keep the data confidential. This includes our employees who are subject to confidentiality obligations under their employment contracts. If we engage any third parties to process personal data on your behalf, we will ensure that they are subject to a duty of confidentiality before we share any personal data with them.

#### 1.12 General authority to appoint sub-processors

By accepting this Agreement, you authorise us to appoint third parties to process personal data as a sub-processor as we see fit. This clause will be deemed to be your general written authorisation under Article 28(2) of the GDPR. We will let you know if we plan to make any changes concerning the addition or replacement of any sub-processors before we make the change.

When we engage a sub-processor, we will ensure that we have a written contract in place with the sub-processor that sets out the same data protection obligations on the third party as are set out in this clause (or substantially on that sub-processor's standard terms of business), in particular providing sufficient guarantees to implement appropriate technical and organisational measures to ensure that the processing will meet the requirements of the relevant Data Protection Legislation.

If we appoint a sub-processor, we remain fully liable to you for the performance of the sub-processor's data protection obligations.

### 1.13 International transfers

If we need to transfer any personal data outside Ireland (for example, if our service providers store personal data on servers outside Ireland) we will ensure that appropriate safeguards are in place to keep the data secure, and that effective legal remedies are available for data subjects, or that there is an 'adequacy decision' (as defined in the Data Protection Act 2018). If we need to transfer any data, we will comply with our obligations under the relevant Data Protection Legislation to provide an adequate level of protection to any personal data that is transferred.

### 1.14 Right to be forgotten

You are entitled to contact JustTip at [info@justtip.net](mailto:info@justtip.net) at any time to ask us to delete incorrect information we hold about you.

If you deactivate your account, you are entitled to ask us to permanently delete all personal data held by us in relation to you. We will action such a request within 14 days.



